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MASTER CONTRACT

between

WAPELLO COMMUNITY SCHOOL DISTRICT

AND

WAPELLO EDUCATION ASSOCIATION

Revised 2007-2008

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3. The term "Association" as used in this agreement shall mean the Wapello Education Association or its duly authorized representative or agents.

ARTICLE III GRIEVANCE PROCEDURES

"Grievance" shall mean a complaint that alleges a violation of any of the provisions of this Agreement.

A "grievant" shall mean an employee or group of employees or the Association filing a grievance. A grievance filed by the Association shall be done via the Association president or his/her appointed designee.

Every grievant covered by this Agreement shall have the right to present grievances in accordance with these procedures.

The failure of a grievant to act on any grievance within the prescribed time limits will bar any further appeal of that particular grievance. The failure of any administrator to give a decision within the time limit shall advance the grievance to the next step in the procedure. Time limits may be extended by mutual agreement of the grievant and the administrator; such agreement to be in writing and signed by both parties.

The investigation or other processing of any grievance shall be conducted so as to result in no interference with, nor interruption of the instructional program and related work activities of the grievant.

The steps for grievance resolution are as follows:

(a) First Step:

A grievant shall first informally discuss the alleged grievance with the building principal.

(b) Second Step:

If a grievance is not resolved informally, the grievant shall, within fifteen school days from the date of the action being grieved, file the grievance in writing and discuss the matter with the building principal, or in his absence, the principal's designated representative. The written grievance shall be presented on a form, which is Appendix "A", stating the nature of the grievance, the specific item or items of the Agreement being grieved, the date of the occurrence, and the remedy requested. The building principal shall make a decision on the grievance, communicate it in writing to the grievant, the Superintendent, and the President of the Association, within five school days after the receipt of the written grievance.

93 (c) Third Step:
94

95 In the event a grievance has not been satisfactorily resolved at the Second Step, the
96 grievant shall file within five school days of the principal's written decision, a copy of
97 the grievance with the Superintendent, or in his absence, the Superintendent's
98 designated representative. Within ten school days after such written grievance is filed,
99 the grievant and the Superintendent shall meet to resolve the grievance. Within ten
100 school days of the meeting, the Superintendent shall file a written decision with the
101 grievant, which decision shall include the reasons therewith.
102

103 (d) Fourth Step:
104

- 105 (1) If the grievance is not resolved satisfactorily at Step 3, then the grievant and
106 Association may submit the grievance to arbitration by advising the
107 Superintendent of Schools of the intent to do so within ten school days from
108 receipt of the disposition of Step 3.
109
- 110 (2) Within ten school days after written notice to the Employer of submission
111 to arbitration, the Employer and the grievant shall attempt to agree upon a
112 mutually acceptable arbitrator. If no such agreement can be made, a written
113 request for a list of arbitrators shall be made to the Public Employment
114 Relations Board by the grievant or the Employer. The list shall consist of
115 seven arbitrators and the parties shall determine by lot which party shall
116 have the right to remove the first name from the list. Within two school
117 days of receipt of arbitrator names, the parties will alternately strike names
118 until only one name remains.
119
- 120 (3) The arbitrator shall be notified of his selection by a joint letter from the
121 Employer and the grievant requesting that he set a time and place to meet,
122 subject to availability of the Employer and the Association representatives.
123 Upon prompt hearing of the issues, the arbitrator shall submit a decision not
124 later than 40 calendar days from the date of the closing of the hearing or, if
125 oral hearings have been waived, then from the final statements and proofs
126 on the issue are submitted to the arbitrator. The arbitrator's decision shall
127 be in writing and shall set forth his findings of fact, reasoning and
128 conclusions on the issues submitted. In arriving at a judgment, the
129 arbitrator shall not amend, modify, nullify, ignore or add to the provisions
130 of the Agreement. His authority shall be strictly limited to deciding only
131 the issue or issues presented to him in writing by the Employer and the
132 Association, and his decision must be based solely and only upon his
133 interpretation of the meaning or application of the express, relevant
134 language of the Agreement. The arbitrator shall be empowered to include in
135 any award such remedies as he may deem proper. The decision of the
136 arbitrator shall be submitted to the Employer and the grievant and shall be
137 final and binding on the parties.
138

- (4) The cost for the services of the arbitrator, per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Employer and the grievant. Any other expense incurred shall be paid by the party incurring the same. In the event that a grievance is filed in such time it cannot be processed through all steps of the grievance procedure by the end of the school year, then the time limit set forth can be reduced so the grievance procedure may be exhausted prior to the end of school or at a maximum of thirty (30) calendar days thereafter. The calendar will be set up on a case to case basis.

ARTICLE IV

PROFESSIONAL STAFF EVALUATION PROCEDURES

Overview

The evaluation system shall consist of formal observations, artifact collection, and review of additional data gathered by the administrator. During the first two years of employment with the Wapello Community School District, all beginning teachers will participate in Tier I of the Professional Staff Evaluation System. Staff new to the district, but not new to the profession, will spend one year in Tier I. Tier I staff members may be assigned to Tier I for an additional year by their evaluator. Written notification of this decision will be provided to the employee by March 30. Upon successful completion of Tier I, teachers will be placed on Tier II of this system.

If an evaluator determines, at any time, as a result of a teachers' performance, that a teacher is not meeting district expectations under the Iowa Teaching Standards and Criteria, and any other standards and criteria established in the collective bargaining agreement, the evaluator shall recommend to the district that the teacher participate in Tier III, an intensive assistance program. The intensive assistance program and its implementation are not subject to negotiation or grievance procedures established pursuant to chapter 20. Either the staff member or the evaluator(s) may initiate informal discussions of progress at any time throughout the cycle. Disagreements occurring between the staff member and the evaluator(s) concerning any aspect of the professional staff evaluation process will be resolved through discussions with the Superintendent and a representative appointed by the Wapello Education Association.

Notification

The evaluation process will begin with written notification to the staff member within four weeks of his/her first day of work. Each new staff member will participate in an individual or group orientation conference prior to the beginning of the observation process. During this orientation conference, the procedures, forms, criteria, and timelines for evaluation will be reviewed and discussed.

185 *Formal Observation Process*

186
187 Formal observations shall include pre- and post-observation conferences that will be
188 scheduled for dates and times mutually agreeable to the staff member and the evaluator(s).
189 For staff members in Tier I, the evaluator(s) shall conduct a minimum of three formal
190 observations in the first year and a minimum of one observation in the second year. For
191 staff members in Tier II, the evaluator(s) shall conduct a minimum of one formal
192 observation during a three year cycle.

193
194 A staff member's participation in any phase of the evaluation process does not mean that
195 an administrator may not visit that staff member's classroom or observe sessions
196 conducted by the staff member. Administrators will continue to monitor the performance
197 of all staff and will address concerns with staff members as they arise.

198
199 *Evaluation Career Development Plan*

200
201 On/before October 15 of each year, all staff members in Tier II will submit an Individual
202 Career Development Plan based upon the Iowa Teaching Standards and Criteria, the
203 District Career Development Plan, and the needs of the teacher. Should a staff member
204 wish to amend the plan during the term of the Career Development Plan, the staff member
205 will discuss proposed changes with the evaluator(s) and submit a revised plan.

206
207 Each staff member will complete a Summary Report on/before April 15 of Year One and
208 Two and on/before March 30 of Year Three. The Summary Report will allow the staff
209 member to reflect on the Individual Career Development Plan and will include the
210 following:

- 211
212 a. How the plan impacted student achievement.
213 b. How the plan impacted the teacher's professional growth.
214 c. How the plan addressed the Iowa Teaching Standards and Criteria.
215 d. Individual teacher reflection about the implementation and outcomes
216 of the plan.

217
218 *Professional Portfolio*

219
220 Teachers holding the initial license will create and maintain a professional portfolio in
221 preparation for the comprehensive evaluation demonstrating evidence of the Iowa
222 Teaching Standards and Criteria. This will be given to the evaluator on/before March 30
223 of year two.

224
225 Teachers new to the district, but not new to the profession, will create and maintain a
226 professional portfolio in preparation for the comprehensive evaluation.

227
228 This professional portfolio will meet the Tier II Portfolio Minimum Requirements as noted
229 in the Professional Staff Evaluation Handbook and be given to the evaluator(s) on/before
230 March 30 of year one.

Staff members in Tier II will collect evidence of progress in a professional portfolio. This professional portfolio will meet the Tier II Portfolio Minimum Requirements as noted in the Professional Staff Evaluation Handbook and will be shared with the evaluator(s) on/before April 15 of Year One, during the post observation conference of Year Two, and on/before March 30 of Year Three.

Additional Data and Input

Informal or unannounced observations and other informal input may be used to provide additional data in the evaluation process. Other information may include (but is not limited to) observations of the staff member's interactions with students, parents, or other staff members, professional involvement, management of conferences, work on committees, interactions with community agencies, participation in staff meetings or work on teams with fellow staff members. All data and input that is gained from other sources will be made known to the staff member.

If a decision is made to place a complaint directed toward an employee in his/her personnel file, the placement in the personnel file shall be called to the employee's attention, in writing, within five (5) working days of that decision. A response from the employee, in regard to said notice, shall be written and presented to the supervisor within ten (10) days of the employee's notice. The employee's response shall become a part of said file.

Each employee and/or associate, with employee permission, may, upon request, have access to the employee's official evaluation file for purpose of inspection and review, and upon request, will within five (5) calendar days of such request, have available a copy of any material contained therein. The employee may respond in writing to material derived from the evaluation process contained in or hereafter placed in the file, and such response will become a part of the file.

Mentoring Program

Teachers who hold an initial license are required to have successfully completed the two year mentor program. Teachers new to the District, but not new to the profession, are required to successfully complete a one-year mentoring program.

Comprehensive Evaluation

A comprehensive evaluation will occur at the end of year two for beginning teachers, at the end of year one for staff new to the District, but not new to the profession and at the end of year three for Tier II staff. Prior to the filing of the comprehensive evaluation, the evaluator(s) and staff member will have a final conference to review the evaluation. The staff member will sign and receive a copy. The staff member's signature indicates that the staff member and the evaluator(s) have discussed the evaluation together. It does not necessarily mean that the staff member agrees with all ratings or remarks contained in the evaluation.

277 The evaluator will submit this review to the Superintendent's office by April 15. The staff
278 member may, if he/she wishes, submit a "rebuttal" to the comprehensive evaluation
279 document. This "rebuttal" must be in writing and must be submitted to the evaluator(s)
280 within ten school days following the summative evaluation.

281 *Remedy*

282
283 A non-probationary employee may file a grievance concerning any Tier I or Tier II
284 evaluation as permitted by the Grievance Procedure Article of this agreement.
285
286

287 **ARTICLE V**

288 **MEDICAL EXAMINATIONS – INITIAL EMPLOYMENT**

289
290 Medical examinations shall be required of all certified personnel upon initial employment
291 with the Employer to provide payment for the cost of such examinations in an amount not
292 to exceed \$55.00 with proof of receipt. New employees shall present evidence of freedom
293 from active tuberculosis upon employment.
294

295 **ARTICLE VI**

296 **SAFETY**

297
298 The safety of occupants of the facilities under control of the Employer is of utmost
299 importance. In order to maintain this safety, the employees shall conduct themselves in a
300 manner assuring non-injury to themselves and others. Employees shall immediately report
301 all unsafe conditions of equipment or facilities to their supervision directors.
302

303 **USE OF REASONABLE FORCE:**

304
305 An Employee may within the scope of his employment, use and apply such amount
306 of force as is reasonable and necessary, to quell a disturbance threatening physical
307 injury to others; to obtain possession of weapons or other dangerous objects upon
308 the person within the control of the pupil; for the purpose of self-defense; for the
309 protection of persons or property.
310

311 **LAW ENFORCEMENT ASSISTANCE:**

312
313 The Employer will give full support in working with local law enforcement
314 officials for any assault upon the Employee while acting in the discharge of his
315 duties.
316

317 **ARTICLE VII**

318 **PROCEDURES FOR STAFF REDUCTION**

319
320 When in the sole, exclusive and final judgment of the Employer, decline in enrollment,
321 reduction of program or any other reason requires reduction in staff among employees, the

Employer shall first attempt to accomplish the necessary reduction by attrition. If reduction cannot be accomplished by attrition, the following policy will be implemented:

If there is attrition in other position(s) the Employer will then attempt to accomplish the necessary staff reduction by reassignment of the employee(s) in the position(s) to be reduced and other employees as may be required. Such reassignment will be made only when it will have no adverse affect on the quality of the education program in the district.

In the event the Employer determines that employees should be laid off, the following procedures will be followed:

- a) Employees with less than three (3) full years of service in the Wapello Community School District may be laid off at the discretion of the Employer.
- b) For employees with more than three (3) years of service, layoffs will occur from the following categories:
 - 1) K-6
 - 2) 7-8 within subject area
 - 3) 9-12 within subject area
 - 4) K-12 Special areas – Voc Ag, Industrial Arts, Home Ec, K-6 Music, 7-12 Vocal Music, Band, Guidance, At-Risk, TAG, ELL, Special Ed, Title I, Early Intervention, Pre-School, Elementary Physical Education, High School Physical Education, Elementary Art, High School Art.
- c) Layoffs will be made within the above categories/subject areas on the basis of length of service within the school district, the time of signing the first contract will be the determining factor.
- d) If an employee is needed to maintain an existing academic program, at its current level, seniority may be overridden to keep such employee.

Any Employee terminated pursuant to this article shall have recall rights to any position for which he/she is or may become certified, for twenty-four (24) months for effective date of his/her termination, and shall be recalled to available positions in such professional categories in reverse order of termination unless the principal can demonstrate that some other laid off employee has superior qualifications. An Employee who is terminated because of staff reduction and who is re-employed shall be placed on the salary schedule one step advanced from the employee's position on the schedule at the time of departure. The re-employed employee shall retain the seniority held at the time of termination. There shall be no accrual of seniority during the recall period.

366 RESIGNATIONS:

367
368 Any Employee who resigns upon request for reasons of staff reduction, shall be
369 accorded the recall rights unless specifically waived in writing. The Employer
370 shall annually provide the Association with a current list of those who retained such
371 recall rights provided by this article.
372

373 LOSS OF SENIORITY AND RECALL RIGHTS:

374
375 Any teacher who acquired seniority shall lose such seniority and recall rights for
376 the following reasons:
377

- 378 1. If a teacher voluntarily resigns.
- 379
380 2. If, upon recall, a teacher fails to respond in writing within fifteen
381 (15) calendar days after being notified at his last known address;
382 unless prevented by illness or other reasons satisfactory to the
383 Employer.
384
- 385 3. A teacher who is terminated for cause shall lose all recall rights.
386

387 **ARTICLE VIII**
388 **HOLIDAYS AND VACATIONS**
389

390 SECTION 1. Holidays
391

392 Holidays shall include Labor Day, Thanksgiving Day, December 25, Christmas
393 Day, January 1 New Year's Day, President's Day and Memorial Day.
394

395 Paid holidays are included as part of the employee's contracted services and not
396 paid in addition to regular salary.
397

398 An employee whose religious affiliation requires the observance of holidays,
399 other than those regularly scheduled in the official school district calendar, may
400 be excused with loss of salary.
401

402 SECTION 2. Vacation
403

404 Vacation days shall be those non-teaching days which occur within the term of
405 each professional employee's individual contract, which fall during the normal
406 week of Monday through Friday, which are not holidays as defined in this
407 Agreement and for which professional employees receive no compensation. All
408 vacation days will correspond to the school calendar unless designated as teacher
409 in-service days.
410
411

412
413
414 SECTION 3. Make-up Days
415

416 President's Day, spring vacation dates or Saturday may be redesignated as teacher
417 days in the event of the need to make up missed snow days or satisfy state
418 instructional requirements. The Employer and Association will confer and
419 mutually agree as to the days to be redesignated as teaching days. Upon failure
420 to agree, the Employer shall redesignate required teaching days in the
421 Employer's sole discretion.
422

423 **ARTICLE IX**
424 **LEAVES**
425

426 A. **PERSONAL ILLNESS AND DISABILITY LEAVE**
427

428 Employees of the Wapello School District shall be granted 15 days sick leave for
429 each year employed. Unused portions of sick leave shall accumulate up to a
430 maximum of 120 days.
431

432 Medical documentation may be requested for those instances where the employee is
433 absent for more than five consecutive days or after the employee would use his/her
434 contracted yearly allotment in non-consecutive day's illness. Medical documentation
435 may be requested by the employer at any time, at the expense of the employer.
436

437 Full pay will be granted for sick leave. Any employee absent more than the amount
438 of his/her leave credit shall be on a leave of absence without pay status for one (1)
439 year. Any further leave shall be determined by the Board on a case to case basis.
440

441 Part-time employees shall be entitled to a leave of absence for personal illness or
442 injury with full pay on a prorated basis of one day of normal part-time employment to
443 a day of sick leave, e.g. for a part-time employee whose normal work day is two
444 hours, a "day of sick leave" will be two hours long.
445

446 B. **LEAVE OF ABSENCE FOR FAMILY ILLNESS**
447

448 The Employer will grant one day and may grant up to four additional days per
449 school year on full pay in case of a critical illness for each member of the
450 immediate family of the employee. Critical illness is defined as possibly terminal
451 in nature. The immediate family shall be interpreted as father, mother, son,
452 daughter, wife, husband, brother, sister, father-in-law, mother-in-law, grandparents,
453 grandparents-in-law, sisters-in-law, brothers-in-law, sons-in-law, daughters-in-law
454 and grandchildren.
455

456 Additional days, beyond the 5, may be granted by the building principal if there are
457 unique circumstances resulting from the illness of the immediate family members

which require additional days of leave by the employee to take care of necessary business of family matters. These additional days will be taken from personal days first. If there are not personal days left, any additional days granted would be without pay.

In cases of illness of employee's immediate family, which includes children, spouse and parents, that is not of critical nature but does require the presence of the employee, an employee shall be entitled to use up to five days leave per year. These days will be deducted from the employee's accumulated sick leave.

C. BEREAVEMENT LEAVE

The Employer will grant one day and may grant up to four additional days per school year on full pay in case of each death within the immediate family of the employee. For purpose of this leave, immediate family is defined as being limited to the following: father, mother, son, daughter, wife, husband, brother, sister, father-in-law, mother-in-law, grandparents, grandparents-in-law, grandchildren, sisters-in-law, brothers-in-law, sons-in-law, and daughters-in-law. This leave may be granted by the building principal.

Such leave will not be charged against sick leave nor shall it be cumulative.

Additional days, beyond the 5, may be granted by the building principal if there are unique circumstances resulting from the death of the immediate family members which require additional business of family matters. These additional days will be taken from personal days first. If there are no personal days left, any additional days granted would be without pay.

D. PERSONAL LEAVE

It is recognized that in certain cases personal business of an employee or an emergency may arise which would necessitate an absence not covered by other leave policies. Each employee of the district may be allowed three days of personal leave per year. This leave is non-accumulative and is not to be deducted from sick leave or other leave allotments. This leave will be granted on a ½ day minimum basis, see letter of protocol.

A request for approval of the personal leave of absence must be submitted to the Superintendent at least five days prior to the absence. In cases of emergency, this may not be possible and in these cases the approval should be sought as soon as it becomes known to the employee.

Personal leave days cannot be used on the days before or after holidays or vacations except in the event of unavoidable circumstances. Any leave granted under unavoidable circumstances shall be limited to one day. However, in the event of an

503 emergency additional days may be granted in the sole discretion of the
504 Superintendent.

505

506 In addition to the above mentioned personal leave, an employee will be granted one
507 (1) unrestricted leave day per year, but the employee must pay for his/her
508 substitute.

509

510 E. PROFESSIONAL LEAVE

511

512 Leave of absence with pay of regular salary may be granted up to three (3) days per
513 year for attendance at educational meetings, clinics or workshops if said activities
514 are directed towards:

515

516 (a) Improving the instructional level of the participant; or

517 (b) Representing the Wapello School District.

518

519 And as long as it is mutually agreed between the employee and his/her Supervising
520 Administrator that such absences are not seriously detracting from the performance
521 of the contracted job assignment by said employee. The request for this leave must
522 be made to the building principal at least five (5) days prior to the absence.

523

524 F. COURT LEAVE

525

526 Employees will be excused with no less of pay for jury duty or when subpoenaed to
527 testify in a judicial or administrative hearing. Any fees or remuneration, other than
528 reimbursement of expenses, the employee receives during such leaves shall be
529 turned over to the Employer. All employees will return to the school district if they
530 are dismissed from the courtroom before 10:00 a.m.

531

532 G. SCHOOL REPRESENTATIVE LEAVE

533

534 The Employer may appoint staff to serve as representative of the District. The
535 amount of time allowed will be equivalent to that which is required to fulfill the
536 obligations of that appointment. The Employer will reimburse the costs of entry
537 fees, mileage, quarters and meals which are a scheduled part of that responsibility.

538

539 H. LEAVE OF ABSENCE WITHOUT PAY

540

541 The employee shall make written application for authorization for absence without
542 pay in advance of the occurrence. Absences without pay may be authorized by the
543 Superintendent for periods of three days or less. For periods longer than three
544 days, leave must be granted by the Board. If it is not possible to obtain Board
545 approval prior to the time required to be absent, approval for such longer period
546 may be authorized by the Superintendent. Any combination of leave without pay
547 and personal leave in excess of five consecutive days shall be subject to approval of
548 the Board. Length of service, previous record of absence other than that for

personal illness and the purpose of absence, may be a basis for denial of a leave of absence without pay. For such absences, deductions from the employee's salary will be made in accordance with the per diem rate based upon the employee's current contract.

I. ADDITIONAL ABSENCES

An involuntary absence not heretofore provided for may excused at the discretion of the Employer. The employee shall make application immediately for excuse for such absence and deductions in salary shall be made unless such deductions be specifically waived.

J. ASSOCIATION LEAVE

At the beginning of each school year, the Employer will credit the Association seven (7) paid days for the purpose of transacting Association business by its officers and/or representatives. The Association shall provide advanced notice whenever possible. This leave is non-accumulative.

K. EXTENDED LEAVE FOR FAMILY ILLNESS

A leave of absence without pay of up to one (1) semester may be granted by the Board where the presence of the employee is necessary for the caring of a sick or injured member of the employee's immediate family. The immediate family shall be interpreted as father, mother, son, daughter, wife and husband.

**ARTICLE X
IN-SERVICE TRAINING**

The responsibility of planning of the in-service training will be handled jointly by the Employer and the Association. The responsibility of providing an in-service program will be a joint decision of the Administration and the Employer. The Employer shall also determine the nature and extent of this training. An employee shall participate as required.

**ARTICLE XI
HOURS**

All fulltime employees shall be available in their building from 7:45 a.m. until 3:30 p.m., except on Fridays and days preceding holidays and vacation periods when the working shall end when the students are released and no pupil supervision is required.

When students leave early due to inclement weather conditions, the employees' workday shall end when the students are released and no pupil supervision is required.

Employees may leave, with the approval of the building principal, at the end of the student's day when such leave is necessary for a doctor or dental appointment for the

employee or the employee's immediate family which shall include spouse, child, stepchild, parent or grandparent.

Employees may be required to be present before or after the regular workday without compensation, for the purpose of attending faculty or other professional meetings.

Teachers may leave their buildings to go to another building at 3:15 p.m. to attend WEA meetings.

There shall be a paid duty-free lunch period of twenty-five (25) minutes during the workday.

This Article regarding the length of school days shall be implemented by the principal of each building with the principal having authority to make changes as practical, reporting those changes to the Superintendent of Schools.

ARTICLE XII TRANSFERS

Transfer shall mean the movement of an employee to a different grade level, subject area or building.

(A) VOLUNTARY TRANSFERS

1. Any qualified employee may apply in writing to the Superintendent for a voluntary transfer to a vacancy. The application must be received by the Employer within five (5) days of the posting of the notice of vacancy and the Employer will not fill the vacancy during the five (5) days. All teaching and supplemental duty vacancies, which occur during the calendar year, shall be posted by the Superintendent in all faculty rooms and principal's offices at least five (5) days prior to public advertisement to the vacancy. During vacation periods a notice will be made, by letter or electronic e-mail, to all employees that notify, in writing, the board secretary or Superintendent that they are interested in a potential transfer. The notice will be mailed/sent at least five (5) days prior to the public advertisement to fill the vacancy. The application for voluntary transfer during a vacation must be received by the Employer within seven (7) days of the mailing of the letters of notice and the Employer will not fill the vacancy during these seven (7) days. Employees will be responsible for notifying the district how they may be reached while on vacation and positions they would be interested in pursuing.

2. (a) Any vacancy may be filled by voluntary transfer of any qualified employee if application for such transfer is received by the Employer prior to July 15 of the preceding school year. There is no limitation on the number of transfers prior to that date.

641 (b) If an application for voluntary transfer is received on or after July 15,
642 and through the first day of school, only an initial vacancy may be filled by
643 voluntary transfer and any subsequent vacancy caused by the voluntary
644 transfer of an employee may be filled at the discretion of the Employer.

645
646 (c) If an application for voluntary transfer is received after the first day of
647 school, then the transfer will not take effect until the end of the semester. The
648 immediate vacancy may be filled at the discretion of the Employer from the
649 time of vacancy to the end of the semester. Only an initial vacancy caused by
650 the voluntary transfer of an employee shall be filled at the discretion of the
651 Employer.

- 652
653 3. When two or more employees desiring a new assignment or an assignment in
654 addition to their normal schedule during a regular school year, including adult
655 education, driver education, duties listed in the supplemental schedule, in
656 summer and evening courses, seniority shall prevail unless the principal can
657 demonstrate that some other employee has superior qualifications. If
658 seniority is equal and an employee has been previously involuntarily
659 transferred, then that employee shall prevail in making the assignment.

660
661 *Qualifications defined as instructional requirements, certification, academic
662 preparation, and if there are any standards in the comprehensive evaluation
663 which the teacher does not meet this maybe considered as a significant factor.

664
665 (B) INVOLUNTARY TRANSFERS

666
667 If the positions cannot be filled voluntarily, then the least senior employee within
668 the department having the ability, instructional requirements, certification and
669 academic preparation will be transferred. The involuntary transfer of the employee
670 will be made only after a meeting of the Superintendent and the employee
671 involved. This meeting shall take place at the earliest possible time and will
672 present the reasons for the transfer being made.

673
674 **ARTICLE XIII**
675 **SENIORITY**

676
677 Seniority shall mean the consecutive number of years experience in the Wapello
678 Community School District within the following categories: K-6, 7-8 within subject area,
679 9-12 within subject area, K-12 Special areas – Voc Ag, Industrial Arts, Home Ec, K-6
680 Music, 7-12 Vocal Music, Band, Guidance, At-Risk, TAG, ELL, Special Ed, Title I, Early
681 Intervention, Pre-School, Elementary Physical Education, High School Physical
682 Education, Elementary Art, High School Art. Any employee less than full-time will accrue
683 seniority on a prorated basis proportional to the individual contract.

684
685 An employee that transfers to another category or department (subject area) will retain
686 seniority for the number of years taught in the previous category or department (subject

area) and will begin to accumulate seniority in the new category or department (subject area). Those employees teaching in more than one subject area will be granted a full year of seniority in each of the subject areas (department) if they teach two blocks at the high school/five periods at the junior high or more, otherwise seniority will be prorated.

If an existing employee accepts a change in assignment at the district's request, they shall continue to accrue the same level of seniority from their previous position as they had at the time (i.e., full time science goes to 7/8 time English and 1/8 science, the person shall continue to accrue seniority at 1.0 science and shall begin to also accrue seniority in English at 1.0).

The Employer shall develop a seniority list of all members of the bargaining unit. The seniority list shall include the teacher's name, date of commencement of work and years of service in the District. Seniority lists will be maintained at the administrative office and shall be updated and revised no later than October 1 of each year. Employees shall initial the seniority listing for his/her position to indicate agreement or provide notice to the Employer of error within ten school days of posting. (Any objections are waived until the next posting if not made within said ten school day period.)

Seniority shall not accrue to temporary or long term substitute teachers or non- contracted teachers.

All teachers with less than three consecutive years of employment in the Wapello Community School District shall be considered probationary teachers (unless the teacher has successfully completed a probationary period in a previous school district then he/she will serve a one year probationary period.) At the end of the three (or one year) period, if the work of the teacher is satisfactory, the teacher shall have the probationary status terminated. A probationary teacher shall have no seniority until the teacher has completed the probationary period, and at the time the teacher shall acquire seniority from the date the teacher commenced work. The supervisor's evaluation will be the determining factor of a teacher's probationary status.

ARTICLE XIV INSURANCE

A. Types

The Board agrees to provide all employees the following full paid insurance protection for 12 consecutive months.

1. Health and Major Medical

The District agrees to provide health and major medical insurance plan, which shall be a PPO 500 Plan. The District will pay \$437.55 toward the full single premium for those employees taking single coverage, and on family coverage, the District will provide a contribution of \$1,000 per month.

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If a married couple are both employed by the District then one spouse shall receive full family insurance coverage paid for in total by the District. The other spouse will not receive single coverage and there will be no opt out available. All other employees must take a minimum of single coverage. Employees who are eligible for family coverage but do not take family coverage and opt for single coverage shall be paid \$100 per month cash in addition to receiving the paid single coverage.

- 2. Life: Maintain present benefits of \$30,000 per certified staff member.
- 3. Disability: Maintain present benefits or equivalent policy.
- 4. Workers Compensation: Each Employee shall be covered by workers compensation paid for by the Board.

The Board shall pay to each employee the difference between his salary and benefits received under workers comp. for the duration of such absence, and all fringe benefits shall continue to remain in effect.

B. Coverage

The Board provided insurance program shall be for twelve (12) consecutive months. Employees new to the district shall be covered by Board provided insurances on the first day of the insurance month coinciding with or next following their date of employment.

C. Description

The Board shall provide each employee, at the employee's request, a description of the insurance coverage provided herein within ten (10) days of the beginning of the school year or date of employment, which shall include a clear description of conditions and limits or coverage as provided above.

D. Continuation

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned benefits shall continue throughout the balance of the school year. Employees on paid leave shall continue to have Board contributions made according to the level described above.

Employee on non-paid leave for one (1) month or longer shall have the option to continue any or all of the Board paid programs by paying the premiums themselves to the Board within thirty (30) days of the billing date.

**ARTICLE XV
WAGES & SALARIES**

A. Schedules

The salary of each employee covered by the regular salary schedule is set forth in Appendix C which is attached hereto and made a part thereof. The base salary for the 2007-2008 school year shall be \$25,725.

B. Placement on Salary Schedule

Each employee shall be placed on his/her proper step of the salary schedule as of the effective date of this Agreement. Any employee hired prior to and including the first day of the 2nd semester of any school year shall be given full credit for each year of service toward the next increment step for the following year.

C. Credit for Experience

Administrators may hire new teachers on any step allowing up to ten (10) years experience, providing the previous experience has been within the last fifteen (15) years.

D. Advancement on Salary Schedule

1. Increments

a. Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until the maximum for their education classification is reached. A \$200 career increment will be given yearly to those staff members who are in the MA+20 lane and on the 14th step. A year of service consists of employment in the Wapello District for one semester or 90 days of consecutive teaching in one school year, whichever is less.

b. An employee on the last step of the salary schedule who is on BA through MA+20 lane shall receive longevity pay of \$300 each year while being on the last step.

2. Advanced Degrees

Advanced degrees (Masters Degrees) will be compensated only if the employee is teaching in the area specific to the degree. This limitation shall not apply to any persons employed as of January 1, 1991, who presently have a Masters Degree or obtain the same by July 1, 1996. This limitation does not effect salary payment to persons on BA+30 lane.

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3. Educational Lanes

Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one educational lane to another, he shall file a written notice with the Superintendent along with a transcript or other suitable evidence of credit earned attached prior to the first day of school in any contract year. Credit must be earned prior to the first day of school in any contract year.

4. Education Preparation

- a. Employees will maintain hours for state certification with courses approved by the administration and a six member committee from the faculty. The six members will consist of two members from each level: high school, junior high & elementary. (No teacher shall advance more than one preparation level during any one school year.) (All hours causing movement on the salary schedule shall also be approved by this committee.) Only four (4) hours of courses can be taken per semester to move across the salary schedule.
- b. The teachers are given an option in regard to improving instruction using a program worked out mutually between the principal and the teacher.

E. Method of Payment

1. Pay Periods

Each employee shall be paid in 12 equal installments on the 20th day of each month. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the teacher. In extenuating circumstances employees may receive the balance of pay for the preceding school year at the end of that school year.

2. Exceptions

- (a) When a pay date falls on or during a school holiday, vacation or weekend employees shall receive their pay checks on the last previous working day.

871 3. Final Pay

872
873 A resigning employee shall have the option of receiving all or any part of
874 his earned contracted salary on the last pay period of the in-school work
875 year.

876
877 4. Summer Checks

878
879 Summer checks, other than for summer school teaching, shall be mailed to
880 the address designated by the employee.
881

882 F. Extended Year Contract Rate

883
884 The salary schedule is based upon a 192 day work year. Any employee who is
885 offered and accepts an assignment beyond the 192 days will be additionally
886 compensated as follows:
887

- | | |
|-----------------------------------|-----------------|
| 888 1. Ten (10) month contract | Index of 1 1/9. |
| 889 2. Twelve (12) month contract | Index of 1 1/3. |

890
891 All other contracts will be negotiated on an individual basis with the administration
892 (i.e. summer driver's education.)
893

894 G. Continuing Contract

895
896 The modifications to a continuing contract, for the preceding school year, shall be
897 null and void, and the terms of the continuing contract covering the current school
898 year will prevail if the contract is not returned by the due date. If an employee
899 wants an extension he/she must apply to the superintendent by the return due date
900 stated on the contract.
901

902 **ARTICLE XVI**
903 **EXTRA CLASS ASSIGNMENT**
904

905 A teacher not having a preparation period during the school day shall receive extra class
906 assignment pay. Such pay shall be figured as 18% of an individual teacher's salary less
907 extended contract and less other supplemental pay.
908

909 Employees who substitute for absent employees shall be reimbursed for their services at
910 the rate of \$10.00 per period or \$20.00 per block. See letter of protocol.
911

912 **ARTICLE XVII**
913 **DUES DEDUCTION**
914

- 915 1. Any employee who is a member of the Association may sign and deliver to
916 the administrative office, an assignment authorizing payroll deduction of

professional dues, but excluding contributions to any political organization. Said authorization shall be presented no later than September 10 with deductions beginning only with the Sept. check. Deductions shall be made in 12 equal installments at no cost to the professional employee or the Association. Commencing after the Sept. checks, monthly, the Secretary of the Board shall forward to the Association the sum of dues deductions for that month.

Professional dues shall be limited to regular fees for membership in the Association, and shall not include special assessments, back dues, fines, initiation fees, similar items or dues owed to other voluntary organizations.

Termination of the deductions may be authorized in writing during any month, but not later than ten days prior to the established pay period. The Employer, each individual Board member, District Secretary, District Treasurer and each administrator shall be indemnified and held harmless against any and all claims, costs, suits or other forms of liability and all court costs arising out of the dues deduction procedure.

It shall be the sole responsibility of the Association to inform members of the dues deduction system and to provide the necessary authorization and termination forms.

2. Other Deductions – Upon appropriate written authorization from the employee, the employer shall deduct from the salary of any employee and make appropriate remittance for annuities and insurance.

ARTICLE XVIII SEPARABILITY

Should any Article, Section, Provision, or Clause of this Agreement be declared invalid or illegal, such invalidity or illegality shall not affect any remaining Article, Section, Provision, or Clause not so adjudged and the remaining balance of this Agreement shall remain in full force and effect.

ARTICLE XIX DURATION

This Agreement shall be effective for the 2007-2008 school year and shall commence on July 1, 2007, and continue in force and effect until midnight June 30, 2008.

ARTICLE XX COMPLIANCE CLAUSE & PRINTING AGREEMENT

A. Compliance Between Individual Contracts and Comprehensive Agreement

Any individual contract between the Board and an individual employee, hereafter executed, shall be subject to and consistent with the terms and conditions of this

963 Agreement. If an individual contract contains any language inconsistent with this
964 Agreement, this Agreement, during its duration, shall be controlling.

965
966 B. Printing Agreement

967
968 This Agreement will be available to all members of the bargaining unit
969 electronically. Teachers may print a copy if so desired.
970

971 **ARTICLE XXI**
972 **SEVERANCE PAY**

973
974 Applicability Coverage: The severance pay provisions in this Article shall only apply to
975 those employees who were hired on or before July 1, 2003.
976

977 Health Insurance: Upon leaving the district, employees who have reached age 55 and with
978 20 years of continuous service will receive \$100 per month to contribute towards their
979 health insurance coverage. The employee must participate in the district's health plan.
980 This benefit will end upon the employee reaching Medicare eligibility or death prior to
981 reaching Medicare eligibility.
982

983 Life Insurance: Additional Group Life insurance coverage under the adopted plan with
984 Lafayette Life Insurance Company, or equivalent policy can be continued at employee's
985 expense for the remainder of their life, provided that coverage was in place prior to leaving
986 the district.
987

988
989 **MISCELLANEOUS**

990
991 Articles VII and XIII – The parties acknowledge and agree that Articles VII and XIII were
992 rewritten at mediation for the 2007-2008 contract and consequently the parties may need to
993 make adjustments to the language in the bargaining for 2007-2008. Additionally, other
994 provisions of the contract may need adjustment to be consistent with the changes in these
995 articles.
996

997 IN WITNESS HEREOF the parties hereto have caused this AGREEMENT to be signed by
998 the respective Presidents and their signatures placed hereon, all on the 16th day of
999 April 2007.

1000
1001 ASSOCIATION

1002 Caren Clive
1003 President
1004 Larry D. Miller
1005 Chief Negotiator
1006

BOARD OF EDUCATION

Steven Dickey
President
[Signature]
Chief Negotiator

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Form – GRIEVANCE REPORT

APPENDIX “A”

Date Filed

Wapello Community School Dist.

Building

Name of Aggrieved Person

LEVEL II

A. Date Violation Occurred: _____

B. Section(s) of Contract Violated: _____

C. Statement of Grievance: _____

D. Relief Sought: _____

Signature

Date

E. Disposition by Principal or Immediate Supervisor: _____

Signature of Principal or
Immediate Supervisor

Date

FORM – LEVEL III

A. _____
Signature of Aggrieved Person Date Received by Superintendent

B. Disposition of Superintendent or Designee: _____

Signature of Superintendent or Designee Date

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FORM – LEVEL IV

A. _____
Signature of Aggrieved Person Signature of Association President

B. _____
Date Submitted to Arbitration Date Rec'd by Arbitrator

C. Disposition and Award of Arbitration: _____

Signatures of Arbitrator

Date of Decision

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APPENDIX "B"

Wapello Community School District
Index Schedule

Yrs.	Step	BA	10	20	30	MA	10	20
1	0	1.00	1.05	1.10	1.12	1.15	1.20	1.25
2	1	1.04	1.09	1.14	1.16	1.20	1.25	1.30
3	2	1.08	1.13	1.18	1.20	1.25	1.30	1.35
4	3	1.12	1.17	1.22	1.24	1.30	1.35	1.40
5	4	1.16	1.21	1.26	1.28	1.34	1.40	1.45
6	5	1.20	1.25	1.30	1.32	1.38	1.45	1.50
7	6	1.24	1.29	1.34	1.36	1.42	1.49	1.55
8	7	1.28	1.33	1.38	1.40	1.46	1.53	1.60
9	8	1.32	1.37	1.42	1.44	1.50	1.57	1.65
10	9	1.35	1.41	1.46	1.48	1.54	1.61	1.69
11	10	1.38	1.45	1.50	1.52	1.58	1.65	1.73
12	11	1.41	1.49	1.54	1.56	1.62	1.69	1.77
13	12	1.44	1.52	1.58	1.60	1.66	1.73	1.81
14	13	1.47	1.55	1.62	1.64	1.70	1.77	1.85
15	14					1.74	1.81	1.89

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APPENDIX "C"

Wapello Community School 2007-2008 Salary Schedule

Years	Step	BA	10	20	30	MA	10	20
1	0	25,725	27,011	28,298	28,812	29,584	30,870	32,156
2	1	26,754	28,040	29,327	29,841	30,870	32,156	33,443
3	2	27,783	29,069	30,356	30,870	32,156	33,443	34,729
4	3	28,812	30,098	31,385	31,899	33,443	34,729	36,015
5	4	29,841	31,127	32,414	32,928	34,472	36,015	37,301
6	5	30,870	32,156	33,443	33,957	35,501	37,301	38,588
7	6	31,899	33,185	34,472	34,986	36,530	38,330	39,874
8	7	32,928	34,214	35,501	36,015	37,559	39,359	41,160
9	8	33,957	35,243	36,530	37,044	38,588	40,388	42,446
10	9	34,729	36,272	37,559	38,073	39,617	41,417	43,475
11	10	35,501	37,301	38,588	39,102	40,646	42,446	44,504
12	11	36,272	38,330	39,617	40,131	41,675	43,475	45,533
13	12	37,044	39,102	40,646	41,160	42,704	44,504	46,562
14	13	37,816	39,874	41,675	42,189	43,733	45,533	47,591
15	14					44,762	46,562	48,620

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SUPPLEMENTAL SCHEDULE

The percentages shown are based on a BA base salary. The Employer may allow up to five (5) years experience for head of activity or two (2) years experience for assistant of activity. The employee shall advance ½% per year for each year of duty fulfilled within that activity up to the maximum percentage for that activity.

SUPPLEMENTAL PAY	<i>ATHLETIC</i>	ACTIVITY
12-16%	Football, Basketball (B&G), Wrestling Volleyball, Track, Baseball, Softball, and Cross Country	
12-16%	Golf (B&G one position)	
7-9%	Assistant Golf (B&G one position) Must drive bus to practices & meets	
7-9%	Assistants for Football, Basketball (B&G), Wrestling, Volleyball, Track, Baseball, and Softball	
5%	Jr. High Football (2 positions each receives 5%)	
5%	7 th grade boy's basketball, 8 th grade boy's basketball, 7 th grade girl's basketball, 8 th grade girl's basketball, 7 th grade wrestling, 8 th grade wrestling, 7 th grade boys track, 8 th grade boys track, 7 th grade girls track, 8 th grade girls track 7 th grade girl's volleyball, 8 th grade girl's volleyball 7 th grade baseball 8 th grade baseball 7 th grade softball 8 th grade softball	

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MUSICAL

SUPPLEMENTAL PAY

ACTIVITY

8-10%
5-6%
2-3%
2-3%

Marching Band
Assistant Marching Band
Jazz Band, Pep Band, & Stage Band
Swing Choir

MISCELLANEOUS

57% Group Allocation

Miscellaneous extra-curricular duties
(57% of a single BA base salary is allocated in total to the group of individuals performing miscellaneous assignments with actual individual pay from the total allocation based on the number of individual assignments performed.) (Examples of miscellaneous assignments include but are not limited to: ticket sellers, duty supervisors, chaperone pep bus, announcers, parking, scorekeeper at away football and basketball games, etc.) Supervising H.S. football games, chaperoning, dances and pep buses, will be the only duties that will be paid at one and one-half times the normal individual compensation. Individuals will be compensated for ONLY ONE DUTY PER EVENT. Any duty lasting 3 hours or more will be at double rate of pay. Example: if a bus driver is the scorekeeper at an away game, he/she can't draw pay for driving and scorekeeping.

8-12%
14%

Speech; yearbook
Plays (for two plays or one musical)

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MISCELLANEOUS

SUPPLEMENTAL PAY

ACTIVITY

4%

H.S. Basketball Chaperone; Mock Trial

3%

Adult Education

2-1/2%

Jr. High Cheerleading

5%

H.S. Student Senate

3%

Jr. H. Student Senate

2%

Elem. Student Senate

2%

Newspaper and Jr. High Chaperone

2%

H.S. Volleyball Chaperone

5%

National Honor Society - H.S. Bowl

4-6%

H.S. Cheerleading

2%

Prom Sponsor